

COUNTY COMMISSIONERS' MINUTES  
WEDNESDAY, FEBRUARY 15, 2017

The Board of County Commissioners met today in their weekly Commissioners' Meeting.

Present at today's meeting were:

**Dennis P. Stuckey, Chairman**  
**Joshua G. Parsons, Vice Chairman**  
**Craig E. Lehman**  
**BOARD OF COUNTY COMMISSIONERS**

**E. William Peters**  
**INTERIM CHIEF CLERK**

**Lisa Johnson**  
**ASSISTANT CHIEF CLERK**

**Christina Hausner, Esquire**  
**COUNTY SOLICITOR**

Also present were:

**Dale Brubaker, Budget Services**  
**DISTRICT ATTORNEY'S OFFICE**

**Susan Ellison, Assistant District Attorney**  
**DISTRICT ATTORNEY'S OFFICE**

**Daniel Foltz, Senior Buyer**  
**PURCHASING**

**Lawrence George, Executive Director**  
**BEHAVIORAL HEALTH/DEVELOPMENTAL SERVICES**

**John Hewlett, Director**  
**SUSQUEHANNA GROUP ADVISORS**

**Andrew Hinkel**  
**ADULT PROBATION**

**Tim Hortsman, Esquire**  
**MCNEES WALLACE & NURICK LLC**

**Heather Johnson**  
**BHDS**

**Sunil Joshi**  
**CHILDREN & YOUTH AGENCY**

**Donna Kreiser, Esquire**  
**MCNEES WALLACE & NURICK LLC**

**Ken Phillips, Financial Advisor**  
**RBC CAPITAL MARKETS**

**Linda Schreiner, Senior Buyer**  
**PURCHASING**

**Claudia Shank, Assistant County Solicitor**

**Rhonda Slinghoff**  
**BHDS**

**Lou Verdelli, Director**  
**RBC CAPITAL MARKETS**

**Mike Weaver, Director**  
**LANCASTER COUNTY-WIDE COMMUNICATIONS**

**Jay Wenger, Managing Director**  
**SUSQUEHANNA GROUP ADVISORS**

**Misty Witmer, Deputy Director**  
**IT SUPPORT SERVICES**

**Bonnie Young, Executive Director**  
**LIBRARY SYSTEM OF LANCASTER COUNTY**

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Commissioner Stuckey called the meeting to order at 9:15 a.m. followed by the Pledge of Allegiance.

Commissioner Stuckey announced approval of the February 1, 2017 Commissioners' Meeting Minutes. Postpone approval of the January 25, 2017 Commissioners' Meeting Minutes and February 8, 2017 Commissioners' Meeting Minutes.

Commissioner Stuckey re-announced there will be no Work Session held on Tuesday, February 28, 2017, and there will be no Commissioners' Meeting held on Wednesday, March 1, 2017.

**Presentation of "It Pays to Be Fit!" Wellness Warriors Awards**

Trisha Banker, Program Coordinator, Human Resources, and Wellness Committee Member

**Women Wellness Warriors:**

1 <sup>st</sup> Place (153 gym visits):	Heather Johnson, BH/DS
2 <sup>nd</sup> Place (144 gym visits):	Rhonda Slinghoff, BH/DS
3 <sup>rd</sup> Place Tie (126 gym visits):	Paula Bingeman, Prison

**Men Wellness Warriors:**

1 <sup>st</sup> Place (198 gym visits):	Mark Smith, Prison
2 <sup>nd</sup> Place (166 gym visits):	Sunil Joshi, Children and Youth Agency
3 <sup>rd</sup> Place (148 gym visits):	Andrew Hinkel, Adult Probation

Commissioner Parsons congratulated the wellness winners and their commitment to health. This is a good program for the employee and the County as a whole, that's why such a program exists. Commissioner Lehman congratulated the winners and stated that the physical aspects of exercising are great but the mental aspects are much better.

**RESOLUTION NO. 9 OF 2017**  
**BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA**  
**TAX-EXEMPT BONDS REIMBURSEMENT RESOLUTION**

On motion of Commissioner Parsons, seconded by Commissioner Lehman;

**WHEREAS**, the Board of Commissioners (the "Governing Body") of the County of Lancaster, Pennsylvania (the "County") contemplates the undertaking of a capital project or projects consisting of (i) the design, planning, acquisition, construction and/or equipping of renovations to the County's courthouse building ("Courthouse Project"); (2) the design, planning, acquisition, construction and/or equipping of renovations to the County's prison ("Prison Project"); and (3) the acquisition of agricultural preservation easements by the County ("Agricultural Preservation Project"), and together with the Courthouse Project and the Prison Project, the "Capital Project"; and

**WHEREAS**, the County contemplates undertaking tax-exempt or other debt financing in connection with the Capital Project in an approximate aggregate principal amount of up to \$32,000,000 (the "Obligations"), which may take the form of one or more series of tax-exempt general obligation notes or bonds; and

**WHEREAS**, the County will be the "Issuer" of the Obligations as that term is defined in regulations of the Internal Revenue Service at 26 C.F.R. §1.150-2(c); and

**WHEREAS**, the County contemplates that it will be necessary or appropriate to pay certain costs and expenses of the Capital Project prior to the issuance of tax-exempt Obligations (the "Tax-Exempt Obligations"), if any, with funds on deposit in the County's general fund and reasonably expects to reimburse such fund with proceeds of the Tax-Exempt Obligations; and

**WHEREAS**, Section 1.150-2 of the Treasury Regulations promulgated by the United States Internal Revenue Service (the "Reimbursement Regulations"), which are applicable to the Capital Project, requires the County to make a "declaration of official intent" to reimburse specified accounts or funds of the County for certain capital expenditures advanced in connection with the Capital Project from a "reimbursement bond," as such phrase is defined in the Reimbursement Regulations; and

**WHEREAS**, the Governing Body desires to declare its official intent with respect to certain capital expenditures and reimbursement thereof to be made in connection with the Capital Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA**, as follows:

1. The Governing Body hereby expresses the official intent of the County to expend funds on deposit in the County's general fund to initially pay a portion of the costs of the Capital Project, in the aggregate amount not to exceed \$6,000,000, consisting of: (a) an aggregate amount not to exceed \$3,400,000 for the Courthouse Project, (b) an aggregate amount not to exceed \$1,000,000 for the Prison Project, and (c) an aggregate amount not to exceed \$1,600,000 for the Agricultural Preservation Project (collectively, the "Original Expenditures").

2. This Governing Body, as representative of the County as the "Issuer" of the Tax-Exempt Obligations as that term is defined in the Reimbursement Regulations at 26 C.F.R. § 1.150-2(c), hereby declares its Official Intent under the Reimbursement Regulations at 26 C.F.R. § 1.150-2(d)(1), to cause the County to be reimbursed for Original Expenditures made not more than sixty (60) days prior to the adoption of this Resolution (or as permitted by any succeeding regulation) or thereafter from proceeds of the Tax-Exempt Obligations, and expresses its reasonable expectations that (i) the County's Original Expenditures will be expended prior to the issuance of any Tax-Exempt Obligations for and toward the costs of the Capital Project, and (ii) the County will reimburse such Original Expenditures from the proceeds derived from the issuance of the Tax-Exempt Obligations.

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3. To the extent that a specific designation is to be made for each Original Expenditure paid from the County's general fund or other unrestricted funds for which a reimbursement allocation will be made from proceeds of the Tax-Exempt Obligations under authority of this Resolution, the appropriate officers and officials of the County shall designate such expenditures and specify the amount of each Original Expenditure.
4. The reasonable expectations set forth in this Resolution are consistent with the budgetary and financial circumstances of the County and the Capital Project.
5. This Resolution shall take effect immediately.
6. In the event any provision, section, sentence, clause, or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause, or part of this Resolution, it being the intent of the Board that such remainder shall be and shall remain in full force and effect.
7. All resolutions or parts of resolutions inconsistent herewith expressly are repealed.

Motion passed unanimously.

**ORDINANCE NO. 126  
OF THE BOARD OF COMMISSIONERS  
OF THE  
COUNTY OF LANCASTER, PENNSYLVANIA**

On motion of Commissioner Lehman, seconded by Commissioner Parsons;

AUTHORIZING THE INCURRENCE OF NONELECTORAL DEBT IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$32,000,000 IN CONNECTION WITH THE ISSUANCE OF ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE A PROJECT AS DESCRIBED HEREIN; AND AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE COUNTY TO TAKE ALL APPROPRIATE ACTION IN CONNECTION THEREWITH.

**WHEREAS**, the County of Lancaster (the "County"), in accordance with the provisions of the Pennsylvania Local Government Unit Debt Act, 53 Pa. C.S. §8001 *et seq.*, as amended (the "Debt Act"), has heretofore issued its General Obligation Bonds, Series A of 2009 (the "2009A Bonds") (DCED Approval NO. GOB-17156, August 6, 2009), in the initial aggregate principal amount of \$41,220,000, the proceeds of which were used to finance a project consisting of (i) the current refunding of the County's outstanding General Obligation Variable Rate Demand Bonds, Series B of 2003 and outstanding General Obligation Bonds, Series of 2008 (and to pay a termination payment required to be paid under a qualified interest rate management agreement corresponding to all of the 2008 Bonds being refunded; (ii) the payment of a portion of the costs of various capital projects of the County, and (iii) the payment of related costs, including the costs of issuing the 2009A Bonds ((i) through (iii) collectively, the "2009A Bonds Project"), all as described in Ordinance No. 93, authorizing the issuance of the 2009A Bonds, duly enacted on July 15, 2009 (the "2009A Bonds Ordinance"); and

**WHEREAS**, the Board of Commissioners of the County (the "Governing Body") has determined to issue one or more series of general obligation bonds, in the maximum aggregate principal amount of \$32,000,000 (the "Bonds"), with the proceeds to be applied for and toward a project, consisting of (i) the advance refunding (the "Refunding Project") of a portion of the outstanding 2009A Bonds (the "Refunded 2009A Bonds"); (ii) the financing of certain capital projects of the County (the "2017 Capital Projects"), including (A) the design, planning, acquisition, construction and/or equipping of renovations to the County's Courthouse Building; (B) the design, planning, acquisition, construction and/or equipping of renovations to the County's prison, and (C) the acquisition of agricultural preservation easements by the County; (iii) the provision for capitalized interest on the Bonds; and (iv) the payment of the costs of issuing the Bonds ((i) – (iv) collectively, the "Project"); and

**WHEREAS**, the County has obtained realistic cost estimates for portions of the 2017 Capital Projects through actual bids, option agreements or professional estimates from registered architects, professional engineers or other persons qualified by experience, as required by Section 8006 of the Act, and has determined that the costs of the Project, as such costs are defined in Section 8007 of the Act, together with issuance costs of the Bonds, will be equal to or in excess of the amount proposed by the County to be borrowed hereunder; and

**WHEREAS**, RBC Capital Markets, LLC, Lancaster, Pennsylvania (the "Underwriter") has presented to the County a written contract as its proposal for the purchase of the Bonds (the "Proposal"); and

**WHEREAS**, the Governing Body has determined to appoint The Bank of New York Mellon Trust Company, N.A., Pittsburgh, Pennsylvania (the "Paying Agent"), as paying agent and sinking fund depository with respect to the Bonds, and has determined to provide that the principal of and interest on the Bonds shall be payable, when due, at such office of the Paying Agent; and

**WHEREAS**, the County desires to approve the form of the Bonds, authorize and approve the execution and delivery of the Proposal and related instruments, and to execute and deliver such other documents as may be necessary to implement the Proposal and to authorize such further action by its officers consistent with this Ordinance, the Debt Act, and all other applicable law.

**NOW, THEREFORE, BE AND IT HEREBY IS ENACTED AND ORDAINED** by the Board of Commissioners of the County of Lancaster: **Section 1. Incurrence of Debt; Amount and Purpose of Bonds; Realistic Cost Estimates; Estimated Project Completion Date.** The Governing Body of the County hereby authorizes and directs the incurring of non-electoral debt through the issuance of the Bonds to provide funds for the Project.

Pursuant to the 2009A Bonds Ordinance, the 2009A Bonds stated to mature on or after November 1, 2019 are subject to redemption prior to maturity at the option of the County in whole or, from time to time, in part, in any order of maturities as the County shall select, on any date or dates on or after May 1, 2019, at a price equal to 100% of the principal amount of the 2009A Bonds to be redeemed plus accrued interest thereon to the date fixed for such optional redemption. The County, pursuant to authorization contained herein, has elected to exercise its option to redeem in whole the Refunded 2009A Bonds on May 1, 2019 (the "2009A Bonds Redemption Date").

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The Refunding Project is being undertaken by the County for the purpose of reducing total debt service over the life of the Refunded 2009A Bonds, in compliance with Section 8241(b)(1) of the Debt Act. The County hereby reserves the right to undertake components of the Project in such order and at such time or times as it shall determine and to allocate the proceeds of the Bonds and other available moneys to the final costs of the Project in such amounts and order of priority as it shall determine; but the proceeds of the Bonds shall be used solely to pay the "costs," as defined in the Debt Act, of the Project described herein or, upon appropriate amendment hereto, to pay the costs of other capital projects for which the County is authorized to incur indebtedness. The estimated completion date of the Refunding Project is the 2009A Bonds Redemption Date. The estimated completion date of the 2017 Capital Projects is February 28, 2019.

**Section 2. Realistic Estimated Useful Life.** The 2009A Bonds were issued for the purpose of providing funds for the 2009A Bonds Project. The realistic estimated useful life of the 2009A Bonds Project was determined at the time of issuance of the 2009A Bonds to be in excess of twenty years, and the principal amount of the 2009A Bonds equal to the cost of the 2009A Bonds Project was scheduled to mature on or before November 1, 2029, based on the unexpired useful life thereof. Such determination is hereby ratified and confirmed and the principal amount of the Bonds equal to the cost of the 2009A Bonds Project has been scheduled to mature prior to the unexpired useful life of the 2009A Bonds Project. Components of the 2017 Capital Projects have useful lives ranging from in excess of ten years to in excess of thirty years. The principal amount of the Bonds equal to the separate cost of such capital projects having a shorter useful life than the period during which the Bonds will be outstanding has been scheduled to mature prior to the end of such useful life, and the balance prior to the end of the longest useful life.

**Section 3. Debt Statement and Borrowing Base Certificate.** The Chairman or Vice Chairman of the Governing Body of the County or any one of them, and/or any other duly authorized or appointed officer of the County, are hereby authorized and directed to prepare and certify a debt statement required by Section 8110 of the Debt Act and a borrowing base certificate.

**Section 4. Covenant to Pay Bonds.** It is covenanted with the holder of the Bonds that the County shall: (i) include the amount of the debt service for the Bonds for each fiscal year in which the sums are payable in its budget for that year; (ii) appropriate those amounts from its general revenues for the payment of the debt service; and (iii) duly and punctually pay, or cause to be paid, from its sinking fund or any other of its revenues or funds the principal of, and the interest on, the Bonds at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the County pledges its full faith, credit and taxing power. The covenant contained in this **Section 4** shall be specifically enforceable.

**Section 5. Form of Bonds; Description of Bonds.** For purposes of this **Section 5**, the following defined terms have the meaning stated below: "DTC" means The Depository Trust Company, New York, New York, the securities depository for the Bonds, and its successors. "Paying Agent" has the meaning given to that term in the recitals. "Representation Letter" means the Blanket Letter of Representations, together with DTC's Operational Arrangements referred to therein, of the County on file with DTC and incorporated herein by reference.

A. Amount and Term of Bonds.

The Bonds shall be in fully registered form without coupons, shall be numbered, shall be in the denomination of Five Thousand Dollars (\$5,000) or any integral multiple thereof, shall be dated as of the date of registration and authentication of such Bonds (the "Series Issuance Date") and shall bear interest from the dates, which interest is payable at the maximum rates provided herein, until maturity or prior redemption, all as set forth in the form of Bond attached hereto as Exhibit A and made a part hereof. The Bonds shall bear interest until maturity or prior redemption at the maximum rates per annum, and shall mature in the maximum amounts and on certain years, all as set forth in the maturity schedule attached hereto as Exhibit B and made a part hereof. The stated maturities of the Bonds as shown on Exhibit B have been fixed in compliance with Section 8142(b)(2) of the Debt Act. The Bonds are subject to redemption prior to maturity as set forth in Exhibit B attached hereto. The Paying Agent is hereby authorized and directed, upon notification by the County of its option to redeem the Bonds in part, to select by lot the particular Bonds or portions thereof to be redeemed, to cause a notice of redemption to be given once by first-class United States mail, postage prepaid, not less than thirty (30) days prior to the redemption date, to each registered owner of the Bonds to be redeemed. Such notice shall be mailed to the address of such registered owner appearing on the registration books of the Paying Agent, unless such notice is waived by the registered owner of the Bonds to be redeemed. Any such notice shall be given in the name of the County, shall identify the Bonds to be redeemed, including Committee on Uniform Security Identification Procedures ("CUSIP") numbers, if applicable, which may, if appropriate, be expressed in designated blocks of numbers (and, in the case of partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the place where such Bonds are to be surrendered for payment, shall state the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable and from such redemption date interest will cease to accrue. Failure to give any notice of redemption or any defect in the notice or in the giving thereof to the registered owner of any Bond to be redeemed shall not affect the validity of the redemption as to other Bonds for which proper notice shall have been given. The costs incurred for such redemptions shall be paid by the County. For so long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notice specified above only to DTC in accordance with its applicable time requirements. It is expected that DTC in turn will notify its participants and that the participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, a participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond. In addition to the notices described in the preceding paragraphs, further notice shall be given by the Paying Agent as set forth below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption, plus (A) the date of issue of the Bonds as originally issued; (B) the rate of interest borne by each Bond being redeemed; (C) the maturity date of each Bond being redeemed; and (D) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be sent at least twenty-five (25) days before the redemption date by registered or certified mail or overnight delivery service or indirectly through the Electronic Municipal Market Access ("EMMA") System through the Municipal Securities Rulemaking Board, at [www.emma.msrb.org](http://www.emma.msrb.org).

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(iii) Upon the payment of the redemption price of Bonds being redeemed, each check or transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issuer and maturity, the Bonds being redeemed with the proceeds of such check or other transfer. The notice required to be given by this **Section 5** shall state that no representation is made as to the correctness or accuracy of CUSIP numbers listed in such notice or stated on the Bonds. If at the time of the mailing of any notice of optional redemption the County shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that it is conditional, that is, subject to the deposit or transfer of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and that such notice shall be of no effect unless such moneys are so deposited.

B. Book-Entry Only System. The foregoing provisions of this **Section 5** to the contrary notwithstanding:

(i) The Bonds, upon original issuance, will be issued in the form of a single, fully registered bond for each maturity in the denomination equal to the principal amount of Bonds maturing on each such date and will be deposited with DTC. Each such Bond will initially be registered to Cede & Co., the nominee for DTC, or such other name as may be requested by an authorized representative of DTC, and no beneficial owner will receive certificates representing their respective interest in the Bonds, except in the event that the use of the book-entry system for the Bonds is discontinued. It is anticipated that during the term of the Bonds, DTC will make book-entry transfers among its participants and receive and transmit payment of principal and premium, if any, and interest on, the Bonds to participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (vi).

(ii) The execution and delivery by the County of the Representation Letter shall not in any way create, expand or limit any undertaking or arrangement contemplated or provided for herein in respect of DTC or the book-entry registration, payment and notification system or in any other way impose upon the County or the Paying Agent any obligation whatsoever with respect to beneficial owners having interest in the Bonds, any such obligation extending solely to DTC, as sole bondholder, as shown on the registration books kept by the Paying Agent. The Paying Agent shall take all action necessary for all representations of the County in the Representation Letter with respect to the Paying Agent to be complied with at all times.

(iii) So long as the Bonds or any portion thereof are registered in the name of Cede & Co., or such other DTC nominee, all payments of principal, premium, if any, or redemption price of, and interest on, the Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Ordinance. All payments made by the Paying Agent to DTC or its nominee shall fully satisfy the County's obligations to pay principal, premium, if any, and interest, on the Bonds to the extent of such payments, and no beneficial owner of any Bond registered in the name of Cede & Co., or such other DTC nominee, shall have any recourse against the County or the Paying Agent hereunder for any failure by DTC or its nominee or any participant therein to remit such payments to the beneficial owners of such Bonds.

(iv) If all or fewer than all Bonds of a maturity are to be redeemed, the Paying Agent shall notify DTC within the time periods required by the Representation Letter. If fewer than all Bonds of a maturity are to be redeemed, DTC shall determine by lot the amount of the interest of each participant in the maturity of Bonds to be redeemed. In the event of the redemption of less than all of the Bonds outstanding, the Paying Agent shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that, in each case the Paying Agent shall request, and DTC shall deliver to the Paying Agent, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(v) In the event DTC resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the County may appoint a successor securities depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor securities depository to discharge its responsibilities. Any such successor securities depository shall be a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates as a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor securities depository in appropriate denominations and form as provided herein.

(vi) If DTC resigns and the County is unable to locate a qualified successor to DTC in accordance with subsection

(v), then the Paying Agent, based on information provided to it by DTC, shall notify the beneficial owners of the Bonds of the availability of certificates to beneficial owners of Bonds requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver the Bonds (the "Replacement Bonds") to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustment as it may find necessary or appropriate as to the date of such Replacement Bonds, accrued interest and previous calls for redemption. In such event, all references to DTC herein shall relate to the period of time when DTC or its nominee is the registered owner of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon and/or to be performed by DTC shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. The Paying Agent may rely on information from DTC and its participants as to the names, addresses, taxpayer identification numbers of and principal amount held by the beneficial owners of the Bonds.

**Section 6. Appointment of Paying Agent, Sinking Fund Depository and Registrar; Payment of Principal and Interest without Deduction for Taxes.** The proper officers of the County are hereby authorized and directed to contract with the Paying Agent for its services as sinking fund depository, paying agent and registrar with respect to the Bonds, and the Paying Agent is hereby appointed to act in such capacities with respect to the Bonds. The principal or redemption price of the Bonds shall be payable upon surrender thereof when due in lawful money of the United States of America at the designated office of the Paying Agent, or the designated office of any additional or appointed alternate or successor paying agent or agents. Such payments shall be made to the registered owners of the Bonds so surrendered, as shown on the registration books of the County on the date of payment. Interest on the Bonds shall be paid by check mailed to the registered owner of such Bonds as shown on the registration books kept by the Paying Agent, as of the close of business on the fifteenth (15th) day (whether or not a day on which the Paying Agent is open for business) next preceding each interest payment date, respectively (the "Record Date"), irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such interest payment date, unless the County shall default in the payment of interest due on such interest payment date. In the event of any such default, such defaulted

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interest shall be payable to the person in whose name the Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owners of Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business of the fifth (5<sup>th</sup>) day preceding the date of mailing. If the date for payment of the principal or interest on any Bonds shall be a Saturday, Sunday, legal holiday or on a day on which banking institutions in the Commonwealth of Pennsylvania are authorized or required by law to close, then the date for payment of such principal or interest shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized or required to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment. The principal or redemption price of, and interest on, the Bonds are payable without deduction for any tax or taxes, except inheritance and estate taxes or any other taxes now or hereafter levied or assessed on the Bonds under any present or future laws of the Commonwealth of Pennsylvania, all of which taxes, except as above provided, the County assumes and agrees to pay. Any corporation or association into which the Paying Agent, or any additional or appointed alternate or successor to it, may be merged or converted or with which it, or any additional or appointed alternate or successor to it, may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Paying Agent shall be a party, or any corporation or association to which the Paying Agent, or any additional or appointed alternate or successor to it, sells or otherwise transfers all or substantially all of its corporate trust business shall be the successor paying agent hereunder, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

**Section 7. Registration, Transfer and Exchange of Bonds.** The County shall keep, at the corporate trust and/or payment office of the Paying Agent, as registrar, books for the registration, transfer and exchange of Bonds. The County authorizes and directs the Paying Agent, as registrar and transfer agent, to keep such books and to make such transfers or exchanges on behalf of the County. The ownership of each Bond shall be recorded in the registration books of the County, which shall contain such information as is necessary for the proper discharge of the Paying Agent's duties hereunder as Paying Agent, registrar and transfer agent.

The Bonds may be transferred or exchanged as follows:

- (a) Any Bond may be transferred if endorsed for such transfer by the registered owner hereof and surrendered by such owner or his duly appointed attorney or other legal representative at the designated office of the Paying Agent, whereupon the Paying Agent shall authenticate and deliver to the transferee a new Bond or Bonds of the same maturity and in the same denomination as the Bond surrendered for transfer or in different authorized denominations equal in the aggregate to the principal amount of the surrendered Bond.
- (b) Bonds of a particular maturity may be exchanged for one or more Bonds of the same maturity and in the same principal amount, but in a different authorized denomination or denominations. Each Bond so to be exchanged shall be surrendered by the registered owner thereof or his duly appointed attorney or other legal representative at the designated office of the Paying Agent, whereupon a new Bond or Bonds shall be authenticated and delivered to the registered owner. The Paying Agent shall not be required to (i) issue or to register the transfer of or exchange any certificated Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15<sup>th</sup>) day next preceding any date of selection of such Bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given, or (ii) to register the transfer of or exchange any portion of any certificated Bond selected for redemption, in whole or in part, until after the date fixed for redemption. No charge shall be imposed in connection with any transfer or exchange except for taxes or governmental charges related thereto. No transfers or exchanges shall be valid for any purposes hereunder except as provided above. New Bonds delivered upon a transfer or exchange of outstanding Bonds shall be valid general obligations of the County, evidencing the same debt as the Bonds surrendered. The County and the Paying Agent may treat the registered owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and any notice to the contrary shall not be binding upon the County or the Paying Agent.

**Section 8. Execution, Delivery and Authentication of Bonds; Disposition of Proceeds.** The Bonds shall be executed by the manual or facsimile signature of the Chairman or Vice Chairman of the Governing Body of the County and shall have the corporate seal of the County or a facsimile thereof impressed thereon, duly attested by the manual or facsimile signature of the Chief Clerk of the County, and such officers are hereby authorized and directed to execute the Bonds in such manner. In case any official of the County whose manual or facsimile signature shall appear on the Bonds shall cease to be such official before the authentication of the Bonds, such signature or the facsimile signature thereof shall nevertheless be valid and sufficient for all purposes the same as if such official had remained in office until authentication; and any Bond may be signed on behalf of the County, even though at the date of authentication of such Bond such person was not an official. The Chairman or Vice Chairman of the Governing Body of the County is authorized and directed to deliver, or cause to be delivered, the Bonds to the purchasers thereof against the full balance of the purchase price therefor. The Bonds shall be authenticated by the Paying Agent. The proceeds of the Bonds shall be deposited in one or more settlement accounts created under **Section 16** of this Ordinance and shall be disbursed, transferred or deposited as directed in this Ordinance and a closing receipt duly executed and delivered by an authorized officer of the County on the date of issuance and delivery of the Bonds (the "Closing Receipt").

**Section 9. Form of Bonds, CUSIP Numbers.** The form of the Bonds, Paying Agent's authentication certificate and assignment shall be substantially as set forth in Exhibit A attached hereto. The Bonds shall be executed in substantially the form as set forth in Exhibit A hereto with such appropriate changes, additions or deletions as may be approved by the officers executing the Bonds in the manner provided in **Section 8** hereof; such execution shall constitute approval by such officers on behalf of the County. The opinion of bond counsel is authorized and directed to be printed upon the Bonds. The County, pursuant to recommendations promulgated by CUSIP, has caused CUSIP numbers to be printed on the Bonds. No representation is made as to the accuracy of said numbers either as printed on the Bonds or as contained in any notice of redemption, and the County shall have no liability of any sort with respect thereto. Reliance upon any redemption notice with respect to the Bonds may be placed only on the identification numbers printed thereon.

**Section 10. Temporary Bonds.** Until Bonds in definitive form are ready for delivery, the proper officers of the Governing Body may execute, and upon their request in writing, the Paying Agent shall authenticate and deliver in lieu of such Bonds in definitive form, one or more printed or typewritten bonds in temporary form substantially of the tenor of the Bonds hereinbefore described with appropriate omissions, variations and insertions, as may be required (the "Temporary Bonds"). The Temporary Bonds may be for the principal amount of Five Thousand Dollars (\$5,000) or any whole multiple or multiples thereof, as such officers may determine. The aforesaid officers, without unnecessary delay, shall prepare, execute and deliver Bonds in definitive form to the Paying Agent, and thereupon, upon presentation and surrender of the Temporary Bonds the Paying Agent shall authenticate and deliver in exchange

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therefore, Bonds in definitive form in an authorized denomination of the same maturity for the same aggregate principal amount as the Temporary Bonds surrendered. Such exchange shall be made by the County at its own expense and without any charge therefor. When and as interest is paid upon Temporary Bonds without coupons, the fact of such payment shall be endorsed thereon. Until so exchanged, Temporary Bonds shall be in full force and effect according to their terms.

**Section 11. Manner of Sale; Award of Bonds.** The Governing Body of the County after due deliberation and investigation has found that a sale by negotiation is in the best financial interest of the County and based upon such finding, the Governing Body of the County hereby awards the Bonds, at a negotiated sale, to the Underwriter upon the terms set forth in the Proposal. As set forth in the Proposal, the aggregate principal amount of the Bonds shall not exceed \$32,000,000; the latest maturity date of the Bonds shall not be later than November 1, 2037; the maximum rate of interest on the Bonds shall not exceed 5.00% per annum; and the purchase price for the Bonds, including underwriting discount and net original issue discount or original issue premium, shall not be less than 95.0% nor more than 125.0% of the aggregate principal amount of the Bonds (collectively, the "Bond Parameters"). The Proposal will be supplemented by an addendum to such Proposal containing the final terms and conditions of the sale and issuance of the Bonds, consistent with the Bond Parameters. Such details are hereby approved. The proper officers of the County are hereby authorized to approve the final terms and conditions of the Bonds, to be presented by the Underwriter, within the Bond Parameters. The addendum to the Proposal so approved shall be executed and delivered by such officer of the County and included as a part of such Proposal accepted by this Ordinance.

**Section 12. Sinking Fund; Appropriation of Annual Amounts for Payment of Debt Service.** There is hereby established one or more separate sinking funds for the County designated as the "County of Lancaster, General Obligation Bonds, [Name of Series] Sinking Fund" (the "Sinking Fund") and into the appropriate Sinking Fund there shall be paid, when and as required, all moneys necessary to pay the debt service on the Bonds, and the Sinking Fund shall be applied exclusively to the payment of the interest covenanted to be paid upon the Bonds and to the principal thereof at maturity or prior redemption and to no other purpose whatsoever, except as may be authorized by law, until the same shall have been fully paid. The Paying Agent as sinking fund depository shall, as and when said payments are due, without further action by the County, withdraw available monies in the Sinking Fund and apply said monies to the payment of the principal of and interest on the Bonds. The maximum amounts set forth in Exhibit C attached hereto and made a part hereof shall be pledged in each of the fiscal years shown in Exhibit C to pay the debt service on the Bonds, and such amounts are annually hereby appropriated to the Sinking Fund for the payment thereof. All monies deposited in the Sinking Fund for the payment of the Bonds which have not been claimed by the registered owners thereof after two years from the date when payment is due, except where such monies are held for the payment of outstanding checks, drafts or other instruments of the Paying Agent, shall be returned to the County. Nothing contained herein shall relieve the County of its liability to the registered owners of the unrepresented Bonds.

**Section 13. Debt Proceedings.** The Chief Clerk of the County is hereby authorized and directed to certify to and file with the Pennsylvania Department of Community and Economic Development, in accordance with the Debt Act, a complete and accurate copy of the proceedings taken in connection with the increase of debt authorized hereunder, including the debt statement and borrowing base certificate referred to hereinabove, and to pay the filing fees necessary in connection therewith.

**Section 14. Tax Covenants and Representations.** So long as the Bonds are outstanding, each of the following covenants shall apply: The County shall make no use of the proceeds of the Bonds during the term thereof which would cause such Bonds to be "arbitrage bonds" within the meaning of section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and shall comply with the requirements of all Code sections necessary to ensure that the Bonds are described in Code section 103(a) and not described in Code section 103(b) throughout the term of the Bonds. If and to the extent the County is required to remit any amounts to the United States pursuant to Code section 148(f) (the "Rebate Amounts") in order to cause the Bonds not to be arbitrage bonds, the County will remit the Rebate Amounts at such times and in the manner required by Code section 148(f) and the regulations thereunder. The obligation to remit the Rebate Amounts and to comply with all other requirements of this **Section 14** shall survive the defeasance and payment in full of the Bonds. The County shall file IRS Form 8038-G and any other forms or information required by the Code with respect to the Bonds to be filed in order to permit the interest on the Bonds to be excluded from gross income for federal income tax purposes.

**Section 15. Preliminary Official Statement; Official Statement; Continuing Disclosure.** The Preliminary Official Statement in the form presented at this meeting (a copy of which shall be filed with the records of the County), is hereby approved with such subsequent, necessary and appropriate additions or other changes as may be approved by the proper officer of the County with the advice of counsel. The use and distribution of the Preliminary Official Statement by the Underwriter in the form hereby approved, and the distribution thereof on and after the date hereof, with such subsequent additions or other changes as aforesaid, is hereby authorized in connection with the public offering by the Underwriter of the Bonds. An Official Statement in substantially the same form as the Preliminary Official Statement, with such additions and changes, if any, as may be approved by the County's officer executing the same with the advice of counsel, such approval to be conclusively evidenced by the execution thereof, is hereby authorized and directed to be prepared and upon its preparation, to be executed by the Chairman or Vice Chairman of the County following such investigation as such officer deems necessary as to the contents thereof. The County hereby further approves the distribution and use of the Official Statement as so prepared and executed in connection with the sale of the Bonds. The County covenants to provide such continuing disclosure, at such times, in such manner and of such nature as is described in the Official Statement and to execute and deliver such agreements and certificates with respect to continuing disclosure as are described in the Official Statement. Any continuing disclosure filing under this Ordinance may be made solely by transmitting such filing through the EMMA System through the Municipal Securities Rulemaking Board, at [www.emma.msrb.org](http://www.emma.msrb.org).

**Section 16. Disposition of Proceeds; Settlement Account.** The County hereby establishes with the Paying Agent one or more special funds to be known as the "County of Lancaster [Name of Series] Bonds Settlement Account" (the "Settlement Account"). All money derived from the sale of the Bonds shall be deposited in the applicable Settlement Account created hereunder and shall be and hereby is appropriated substantially to payment of the cost of the Project, including but not limited to payment of the costs and expenses of preparing, issuing and marketing the Bonds, and shall not be used for any other purposes, except as to any insubstantial amounts of money which may remain after fulfilling the purposes set forth herein, which minor amounts of remaining money shall promptly upon their determination be deposited in the applicable Sinking Fund and used for the payment of interest on the Bonds. Each Settlement Account shall be held as trust funds for the benefit of the County until disbursed in accordance with the provisions hereof.

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The County shall deliver the net proceeds (including accrued interest, if any) derived from the sale of the Bonds to the Paying Agent for deposit to the Settlement Account. The Paying Agent shall disburse, transfer or deposit such proceeds as directed herein and in the Closing Receipt. The County hereby creates with the Paying Agent, a special fund to be known as the "County of Lancaster 2017 Capital Project Fund" (the "Capital Project Fund"). The Capital Project Fund shall be held in trust for the benefit of the County until disbursed in accordance with the provisions hereof. The proceeds of the Bonds on deposit in the Capital Project Fund shall be used, upon written requisition to the Project Fund Depository by any one of the proper officers of the County, to pay the costs of the 2017 Capital Projects or other eligible costs related to the 2017 Capital Projects. Proceeds of the Bonds remaining on deposit in the Capital Project Fund upon completion of the 2017 Capital Projects shall, upon the advice of and as directed by Bond Counsel, be either (i) transferred to the Sinking Fund and used by the County to pay debt service on the Bonds, or (ii) used by the County to optionally redeem the Bonds, as appropriate, pursuant to the redemption provisions of this Ordinance.

**Section 17. Advance Refunding of Refunded 2009A Bonds.** The proper officers of the County, with respect to the advance refunding of the Refunded 2009A Bonds, are hereby authorized and directed to contract with TD Bank, National Association (for purposes of this **Section 17**, the "Escrow Agent"), as the true and lawful attorney and agent of the County to effect the redemption and payment, including payment of interest, of the Refunded 2009A Bonds pursuant to the terms and provisions of a certain Escrow Deposit Agreement (the "Escrow Agreement") dated as of the date of delivery of the Bonds, between the County and the Escrow Agent, and hereby ratifies and confirms the Escrow Agent as the paying agent, sinking fund depository and registrar for the Refunded 2009A Bonds. The Chairman or Vice Chairman are hereby authorized and directed to execute and deliver the Escrow Agreement, in such form, subject to such subsequent additions, changes, variations, omissions, insertions and modifications, if any, as may be approved by such officer, with the advice of the County's solicitor and Bond Counsel, the execution of the Escrow Agreement to be conclusive evidence of such approval, and the Chief Clerk is hereby authorized and directed to affix thereto the corporate seal of the County and to attest the same.

Subject only to completion of delivery of, and settlement for, the Bonds, the County hereby authorizes and directs the irrevocable deposit in trust, with the Escrow Agent of proceeds of the Bonds in an amount which will be sufficient, together with the interest earned thereon and any other available moneys, to effect the advance refunding of the Refunded 2009A Bonds pursuant to the terms and provisions of the Escrow Agreement. The Escrow Agent is irrevocably authorized and directed to apply the moneys so to be made available to it in accordance with the Escrow Agreement. The Escrow Agent, in the name, place and stead of the County, shall mail, with respect to the Refunded 2009A Bonds, a notice of redemption as required by the terms of the Refunded 2009A Bonds and the 2009A Bonds Ordinance. Such notice, substantially in the form attached hereto as Exhibit D is hereby approved, subject to such subsequent additions, changes, variations, omissions, insertions and modifications, if any, as may be approved by an authorized officer, with the advice of the County's solicitor and Bond Counsel. Within ten (10) days of the date of issuance of the Bonds, the Escrow Agent, in the name, place and stead of the County, shall mail, with respect to the Refunded 2009A Bonds, a notice of refunding, substantially in the form attached hereto as Exhibit E (unless the notice of redemption shall have already been sent, in which case the notice of refunding need not be sent). The County hereby agrees to provide for payment of the expenses of such mailings from proceeds of the Bonds or from moneys otherwise made available by the County and gives and grants the Escrow Agent full authority to do and perform all and every act and thing whatsoever requisite and necessary to effectuate said purposes as the County might do on its own behalf, and hereby ratifies and confirms all that said agent shall do or cause to be done by virtue hereof. Subject only to completion and delivery of, and settlement for, the Bonds, the County hereby calls for redemption and payment on the 2009A Bonds Redemption Date, all of the Refunded 2009A Bonds maturing after such date.

**Section 18. Appointment of Bond Counsel.** The County hereby appoints McNeese Wallace & Nurick LLC, Lancaster, Pennsylvania, as Bond Counsel for the Bonds.

**Section 19. Incidental Actions.** The proper officers of the County are hereby authorized, directed and empowered on behalf of the County to execute any and all papers and documents and to do or cause to be done any and all acts and things necessary or proper for the carrying out of the provisions of this Ordinance, and the issuance and delivery of the Bonds.

**Section 20. Payment of Issuance Costs.** The proper officers of the County are hereby authorized and directed to pay the costs of issuing the Bonds at the time of delivery of the Bonds to the Underwriter, such costs being estimated in the Proposal.

**Section 21. Rescinding Inconsistent Ordinances.** All ordinances or parts of ordinances inconsistent herewith be and the same hereby are rescinded, cancelled and annulled.

**Section 22. Severability.** In the case any one or more of the provisions of this Ordinance shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Ordinance, and this Ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

**Section 23. Effective Date.** This Ordinance shall become effective on the earliest date permitted by the Debt Act.

**EXHIBIT A, B, C, D and E on file at the Commissioner's Office.**

Commissioner Parsons recapped the big picture and stated most of this will be to refinance and create savings for the County. The \$6 Million in new money will go towards capital projects to be done in the County, such as work at the Courthouse, continuing work at the prison and also some Ag Preserve money. The County debt load will be reduced by the principal amount of \$10-\$11 Million dollars.

Commissioner Lehman stated assuming CRIZ money is available in 2017, there should be enough money to cover the CRIZ payment for 2017, 2018 and 2019. The County will then have debt service savings in 2020 and 2021 to cover the remaining amount of the Clipper Stadium loan. With this refinancing we are able to cover the cost of the Clipper loan with refunding savings today and debt service savings down the road. In conversation with Mr. Wenger, it was also indicated that we should be able to cover the interest payment that will be due with the savings rather than paying with the proceeds.



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Commissioner Stuckey thanked the team for the hard work on the reimbursement resolution. This is needed to pay expenses from the general fund and having the ability to repay the general fund from bond money is a good idea.

Motion passed unanimously.

On motion of Commissioner Parsons, seconded by Commissioner Lehman, it was agreed for the County of Lancaster to approve the following:

- Agreement With:** Susquehanna Group Advisors, Inc.  
Harrisburg, Pennsylvania
- Purpose:** To assist the County with the planning and execution of the issuance of debt to advance refund a portion of the County's currently outstanding General Obligation Bonds, Series of 2009A, and to finance the County's 2018 agriculture preserve commitment, finance certain improvements to the County Courthouse and to pay the costs of issuance in accordance with the Scope of Services set forth in the Agreement.
- Compensation:** Not to exceed \$28,500.00 in connection with the work related to the issuance of any notes, bonds, or loans. Any such transaction fee shall be paid upon the successful closing of the financing transaction.
- Method of Payment:** Compensation for services shall be upon closing for any note issue, bond issue, or bank loan.
- Term:** This Agreement shall terminate on the closing date of the refunding issue.

Motion passed unanimously.

**RESOLUTION NO. 10 OF 2017**

On motion of Commissioner Lehman, seconded by Commissioner Parsons;

**WHEREAS,** on July 25, 2016 an applicant for employment at the County of Lancaster filed a charge of discrimination with the Pennsylvania Human Relations Commission ("PHRC") naming the County as Respondent; and

**WHEREAS,** the parties participated in proceedings before the PHRC; and

**WHEREAS,** in the interest of cost efficiency, the County wishes to resolve this matter and to avoid further expense and litigation; and

**WHEREAS,** the Complainant has agreed to settle her claim in exchange for the payment of Five Hundred Dollars (\$500.00); and

**WHEREAS,** the parties have documented the terms of their resolution in the Respondent and Complainant Agreement attached hereto as Exhibit "A"; and

**WHEREAS,** the parties acknowledge that the execution of the Respondent and Complainant Agreement does not constitute any admission on the part of the County but rather only represents the parties' desire to settle the matter without additional investigation.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA,** that the County of Lancaster agree to the terms of the Respondent and Complainant Agreement providing that the Complainant be paid a total settlement in the amount of Five Hundred Dollars (\$500.00) in exchange for her agreement not to proceed further with her PHRC charge and not institute any lawsuit, and

**BE IT FURTHER RESOLVED,** that the Board authorizes Interim Chief Clerk E. William Peters to execute the Agreement and the Controller to issue payment in accordance with the Respondent and Complainant Agreement.

Motion passed unanimously.

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**RESOLUTION NO. 11 OF 2017**

On motion of Commissioner Parsons, seconded by Commissioner Lehman;

**WHEREAS**, Requests for Proposals (RFP) were issued by the County of Lancaster Purchasing Department, on behalf of Behavioral Health/Development Services, on September 15, 2016, for professional services to develop a Forensic Diversion Services Program (Transition to Community), to serve as a new program to enhance the County's ability to serve individuals age 18 years and older with a serious mental illness who could benefit from residential supports; and

**WHEREAS**, One proposal was received from Community Services Group, Mountville, Pennsylvania as a result of the RFP issuance; and

**WHEREAS**, Upon the review of the proposal, an interview, and questions and answers, the Purchasing Department and Behavioral Health/Developmental Services is recommending the approval of the proposal submitted by Community Services Group.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA** to authorize the approval and execution of an Addendum to Service Agreement with Community Services Group, on behalf of Behavioral Health/Developmental Services, to provide startup funds for the development of the Transition to Community Program in an amount not to exceed \$2,990,334.37 for Fiscal Year 2016-2017. This three-month program will serve the special needs of six individuals who have serious mental illness.

Motion passed unanimously.

On motion of Commissioner Lehman, seconded by Commissioner Parsons, it was agreed for the County of Lancaster, acting on behalf of the Purchasing Department, to approve the following:

**Lease Agreement With:**

Lenovo Financial Services  
c/o Corporate Tax Department  
Livingston, New Jersey

**Purpose:**

To provide financing for the replacement of 65 computers throughout the County in 2017. The vendor providing the computers is CDW-G utilizing a Costars contract.

**Amount/Term:**

Not to exceed \$98,777.55 for a 48-month fair market value lease, including end of lease pack and ship return of equipment, effective upon the County's approval of the leases' delivery and acceptance certificate.

**Authorization to Sign**

The Board of Commissioners authorizes E. William

**Lease Documents:**

Peters, Interim Chief Clerk, to sign lease documents on behalf of the County of Lancaster effective February 15, 2017.

Motion passed unanimously.

**RESOLUTION NO. 12 OF 2017**

On motion of Commissioner Parsons, seconded by Commissioner Lehman;

**WHEREAS**, on Tuesday, February 7, 2017, County Controller Brian Hurter appeared before the Lancaster County Board of Commissioners at a Public Work Session and notified the Commissioners of East Lampeter Township Tax Collector Jeffrey Cutler's failure to perform his statutory duties pursuant to the Local Tax Collection Law, 72 P.S. § 5511.1 *et seq.*, including his failure to remit the taxes owed to the County for 2014, 2015 and 2016 in a timely fashion; and

**WHEREAS**, Controller Hurter calculated the monies owed to the County by Tax Collector Cutler for 2014 and 2015; and

**WHEREAS**, Controller Hurter continues to calculate the amounts owed to the County by Tax Collector Cutler for 2016; and

**WHEREAS**, the Local Tax Collection Law, 72 P.S. § 5511.41, authorizes the County to enter a Certification of Liability against Tax Collector Cutler and his Surety, Travelers Casualty and Surety Company of America, setting forth the amount of the underpayment, which Certificate will operate as a judgment against the Tax Collector and the Surety; and

**WHEREAS**, the County Solicitor's Office has prepared a Certification of Liability and Praeceptum for Entry of Judgment to be filed in the County Prothonotary's Office, which is attached hereto as Exhibit "A."

**NOW, THEREFORE, BE IT RESOLVED BY THE LANCASTER COUNTY BOARD OF COMMISSIONERS**, that the County of Lancaster authorizes the County Solicitor's office to take all actions necessary to enter, serve and proceed with the Certification of Liability against Tax Collector Cutler and East Lampeter Township in the Prothonotary's Office in the total amount of Forty Thousand and Four Hundred and Eleven Dollars and Sixty-Four Cents (\$40,411.64) for 2014 and 2015.

**BE IT FURTHER RESOLVED**, that the Board authorizes Chairman Dennis E. Stuckey to execute such Certification of Liability and Praeceptum for Entry of Judgment.

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Ms. Shank noted this resolution authorizes our office to proceed with entering a certification of liability against tax collector Cutler as well as Surety Travelers. It also authorizes Commissioner Stuckey to sign the praecipe for entry of judgement to be filed at the Prothonotary's office. At the request of both Commissioner Lehman and Commissioner Stuckey, the resolution has been modified to reflect 2014 and 2015 only. At such time when the Controller calculates the amount for 2016, if there is any difference in terms of what has been paid to the County, it will be brought back to the board and request a certification be entered at that time.

Motion passed unanimously.

On motion of Commissioner Lehman, seconded by Commissioner Parsons, it was agreed for the County of Lancaster, acting on behalf of Lancaster County-Wide Communications, to approve the following:

1. **Agreement With:** Airbus DS Communications, Inc.  
Temecula, California  
  
**Purpose:** To provide software maintenance services for Lancaster County-Wide Communications' Airbus Vesta Radio System.  
  
**Amount/Term:** \$374,390.00 for the period January 1, 2017 through December 31, 2017.
2. **Agreement With:** Arinc, Incorporated  
dba Rockwell Collins Information Management Services  
Annapolis, Maryland  
  
**Purpose:** To provide remote technical maintenance assistance and response and remote monitoring for Lancaster County-Wide Communications' Airbus Vesta Radio System.  
  
**Amount/Term:** \$239,620.00 for the period January 1, 2017 through December 31, 2017.
3. **Amendment No. 1 to Co-Location License Agreement With:** Sprint Spectrum Realty Company, LLC  
Overland Park, Kansas  
  
**Purpose:** To extend the term of the license for the purpose of allowing Sprint to co-locate at the County's Ironville Tower Site located at 786 Prospect Road, West Hempfield Township, County of Lancaster, Pennsylvania, in accordance with the terms and conditions set forth in the agreement.  
  
**Amount/Term:** To extend the term of the license for five additional renewal terms of five years each ("additional option periods") effective February 15, 2017. The first additional option period payable under the license shall be \$34,500.00 annually, and shall increase at the beginning of successive additional option period by an amount equal to 15% of the license fee in effect for the previous additional option period.

Motion passed unanimously.

On motion of Commissioner Parsons, seconded by Commissioner Lehman, it was agreed for the County of Lancaster, acting on behalf of the District Attorney's Office, to approve the following:

- Grant Award With:** Pennsylvania Commission on Crime and Delinquency (PCCD)  
Harrisburg, Pennsylvania
- Purpose:** To accept grant funding for the Lancaster County STOP Violence Against Women Project. This program is comprised of the Lancaster County District Attorney's Office, Community Action Program of Lancaster County/Domestic Violence Services of Lancaster County and the YWCA Lancaster and provides domestic violence victims in Lancaster County with prosecutorial remedies while being supported by sexual assault counseling and legal remedies through civil court guidance.
- Subgrant Agreements With:** Community Action Program of Lancaster County/ Domestic Violence Services of Lancaster County  
Lancaster, Pennsylvania  
Funding allocation - \$34,400.00.

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YWCA  
Lancaster, Pennsylvania  
Funding allocation - \$19,350.00

**Amount/Term:**

Not to exceed \$125,000.00 for the period January 1, 2017 through December 31, 2017 which represents year two of a three year project period (100% Federal funding). The funding allocation to participants is as follows: 31% for prosecution (\$38,750.00), 26% for law enforcement (\$32,500.00), and 43% to victim services' initiatives (\$53,750.00).

Motion passed unanimously.

On motion of Commissioner Lehman, seconded by Commissioner Parsons, it was agreed for the County of Lancaster, acting on behalf of the Purchasing Department, to approve the following:

**Lease Agreement With:**

Enterprise Fleet Management  
St. Louis, Missouri

**Purpose:**

To lease, through the County's contract with Enterprise Fleet Management, an MSV Series 1000 Ford E-450 Bookmobile for use by the Library System of Lancaster County.

**Amount/Term:**

The Library System of Lancaster County will make an initial payment of \$53,850.00 on the price of the bookmobile within 30 days of execution of the County's Lease Agreement and thereafter to make monthly rental payments in the amount of \$1,756.88, including full maintenance coverage, licensing (pass-through cost) and delivery fee, for a total amount not to exceed \$134,784.00 for a period of 60 months.

Motion passed unanimously.

On motion of Commissioner Parsons, seconded by Commissioner Lehman, it was agreed for the County of Lancaster, acting on behalf of the Purchasing Department, to approve the following:

**Memorandum of Understanding:**  
**With:**

Library System of Lancaster County (Library)  
Lancaster, Pennsylvania

**Purpose:**

To lease, through the County's contract with Enterprise Fleet Management, an MSV Series 1000 Ford E-450 Bookmobile for use by the Library.

**Amount/Term:**

The Library will make an initial payment of \$53,850.00 on the price of the bookmobile within 30 days of execution of the County's Lease Agreement for the bookmobile with Enterprise, and thereafter to make monthly rental payments in the amount of \$1,756.88 to Enterprise pursuant to the lease for a period of 60 months.

**Note:**

If the Library fails to may any payments to Enterprise, the County shall deduct from the annual funding provided by the County to the Library the total amount of any payments that the County is required to make pursuant to the Lease on the Library's behalf.

Mr. Foltz noted that the full maintenance program has been added at the request of Commissioner Parsons.

Motion passed unanimously.

On motion of Commissioner Lehman, seconded by Commissioner Parsons, the meeting adjourned at 10:13a.m.

Motion passed unanimously.

Respectfully submitted,

Latoya Westbrook-Thomas, Executive Assistant  
Commissioners' Office